

**City of Alameda**  
Building Inspections / Permit Center  
2263 Santa Clara Avenue, Room 190  
Alameda, CA 94501  
Phone: (510) 747-6800 • Fax: (510) 747-6804

**Indemnity and Hold Harmless Agreement  
For Encroachment Permits**

\_\_\_\_\_, owner of the property located at \_\_\_\_\_,  
\_\_\_\_\_, Alameda, California (hereinafter  
“Indemnitor”) desires to install and maintain \_\_\_\_\_  
(hereinafter “encroaching work”) that will encroach onto property of the City of Alameda  
 (“City”) as described in Encroachment Permit No. \_\_\_\_\_. In consideration of being  
allowed to install and maintain the encroaching work on City property, Indemnitor  
agrees:

1. Indemnitor shall defend, indemnify and hold harmless City, its City Council, Boards and Commissions, officers, agents, and employees from and against any and all loss, damages, liability, claims, suits, costs and expenses, whatsoever, including attorneys fees and defense costs: (i) arising from or in any manner connected to the encroaching work including but not limited to the installation, maintenance or removal of the encroaching work regardless of the merit or outcome of any such claim or suit; and, (ii) accruing or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, equipment or supplies arising from or in any manner connected to the installation, maintenance or removal of the encroaching work.
2. Indemnitor agrees to remove the encroaching work and to restore the City property affected by that work: (i) when necessary to avoid interference with any City project, or (ii) upon written request by the City for any reason.

By signing below, Indemnitor agrees that he or she has read this Indemnity and Hold Harmless Agreement and accepts and agrees to each and every term and condition herein.

Dated: \_\_\_\_\_ INDEMNITOR

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(printed name)